mere license, a right of way, or an easement. *Hancock v. McAvon*, 151 Pa. St. 460. The English courts formerly treated all grants of minerals as incorporeal hereditaments because no livery of seisin could be made, but the general rule to-day is that such a grant passes an interest in land. *Caldwell v. Fulton*, 31 Pa. 475; *Fairchild v. Dunbar Furnace Co.*, 128 Pa. 497. In some cases, however, grant of right to take minerals from land, not being exclusive right to mineral products is considered a mere license. *Silsby v. Trotter*, 29 N. J. Eq. 228. But see *Beatty v. Gregory*, 17 Iowa, 109, where licensee, after entry and expenditure of labor and money, was allowed to maintain ejectment.

EQUITY—CANCELLATION OF INSTRUMENTS—FRAUD—REMEDY AT LAW. WILSON ET AL V. MILLER, 39 SOUTHERN, 178 (ALA.). *Held*, that the deed, under which a plaintiff claims in ejectment, will not be cancelled, on the ground that the deed and record have been fraudulently altered. Haralson, J., *dissenting*.

If an action at law on an instrument in writing can be fully defended on the ground that it was obtained by fraud, the defendant cannot file a bill for the cancellation and surrender of the document. *Cable v. U. S. Life Ins. Co.*, 191 U. S. 288. In actions of ejectment defendant may show invalidity or fraud of plaintiff's title. *Sherman v. Buick*, 93 U. S. 209; *Rogers v. Brent*, 10 Ill. 573. If there is an action pending against one in a suit at law wherein his title may be put in issue and established, there is no equity in a bill to quiet title, and such a bill will be dismissed. *Normant v. Eureka Company*, 39 Am. St. Rep. 45. Equity will entertain jurisdiction to remove cloud where complainant is in possession or from other cause without adequate legal remedy. *I. Story Eq. Juris.* Page 745, Note A; *Sullivan v. Finnegan*, 101 Mass. 447. In order that equity may cancel a deed it must constitute a cloud on title. In other words, it must be *prima facie* evidence of title. *Bispham's Equity*, 449.

EVIDENCE—COMPELLING PRODUCTION OF DOCUMENTS—SUBPŒNA DUCES TECUM.—MILLER V. MUTUAL RESERVE FUND LIFE ASSN., 139 FED. 864.—Where a *subpœna duces tecum* required the production of a large list of books and papers, many of which apparently can have no bearing on the issues raised by the pleadings, *held*, that the court will not punish the party for contempt for failure to obey the *subpœna*, but the party applying will be required to take out separate *subpœnas*, each of which may then be considered on its merits.

The judge in this case evidently considered the spirit much more than the letter of the law as the general rule is in line with the statutory provisions that the party must attend with the documents demanded and leave the question of their admission to the discretion of the court. *Reynolds on Ev.*, p. 168; In *ex parte Brown*, 7 Mo. App., 484, a manager of a telegraph office refused to produce his dispatch files, attempting to excuse himself under a statute which provided for punishment of any officer or servant of a telegraph company disclosing the contents of a dispatch, but he was obliged to produce the files or be in contempt. The penalty laid down in *Col. Fire Co. v. Purcell*, 25 La. Ann., 283, was that the party not producing books and papers under the *subpœna* should not be in contempt, but that the facts stated in the application may be taken as proved. Nor may an attorney refuse to submit his client's papers under his privilege as attorney, as this would be assuming